

**MEMORANDUM OF AGREEMENT
BETWEEN
OKANOGAN-WENATCHEE NATIONAL FOREST
AND THE
WASHINGTON STATE HISTORIC PRESERVATION OFFICER
FOR THE
CONVEYANCE OF THE
CONCONULLY RANGER STATION IN OKANOGAN COUNTY**

WHEREAS the Conconully Ranger Station property consisting of six buildings on 0.78 acre has significant historic value and is eligible for the National Register of Historic Places; and

WHEREAS the Okanogan-Wenatchee National Forest (OWNF) has determined that the Conconully Ranger Station is excess to their facility needs; and

WHEREAS per 36 CFR 800. 5(a)(2)(vii) transfer, lease or sale of the compound by the Forest Service constitutes an adverse effect;

WHEREAS the OWNF has consulted with the Washington State Historic Preservation Officer (SHPO) regarding its adverse effect determination; and

WHEREAS in accordance with 36 CFR 800.6(a) the FS has consulted with the Confederated Tribes of the Colville Reservation and the Yakama Nation regarding its adverse effect determination and has invited them to participate in the development of this MOA; and

WHEREAS, the Yakama Nation has not responded to the invite and the Confederated Tribes of the Colville Reservation responded but have declined to participate in the consultation pursuant to 36 CFR 800.6(a)(1)(iii); and

WHEREAS the OWNF has notified the Advisory Council on Historic Preservation (ACHP) of the finding of adverse effect and the ACHP has declined to participate; and

WHEREAS the Washington State Historic Preservation Officer (SHPO) is authorized to enter into this agreement in order to fulfill its role of advising and assisting Federal agencies in carrying out their Section 106 responsibilities under the following federal statutes: Section 101 and 106 of the National Historic Preservation Act of 1966, as amended, 16 USC 470f and pursuant to 36 CFR 800, regulations implementing Section 106 at 88.2(c)(1)(i) and 800.6(b);

NOW THEREFORE, the OWNF and the SHPO agree that the undertaking shall be implemented in accordance with the following stipulations in order to resolve the effect of the undertaking on the historic property. These stipulations shall govern the Conconully Ranger Station Conveyance and all of its parts until this MOA expires or is terminated.

STIPULATIONS

I. Mitigation Documentation

1. The OWNF shall prepare a Historic Structure Report (HSR) for the Conconully Ranger Station to guide future preservation/rehabilitation of the property. The HSR shall be prepared by a historic preservation professional meeting NPS Professional Qualifications standards as found in 36 CFR Part 61 with expertise in the fields of Architectural History or Historic Architecture. If DAHP does not provide the FS with comments within 45 days of receipt of the documentation, the FS will assume that the DAHP is satisfied with the adequacy of the documentation.
2. The OWNF will create or update as appropriate, inventory data on OWNF administrative buildings, structures, and district's using DAHP's WISAARD system or a system that will be constructed by USFS that is designed to be compatible with WISAARD and uploads and translates all data fields automatically. The system should be designed and implemented with data models that will make data compatible with DAHP's Microsoft Structured Query Language server infrastructure.

II. Plan for Conveyance

Prospective buyers will be provided with the HSR and with information on how to list the site in the National Register of Historic Places and the benefits of doing so. The OWNF will recommend that prospective buyers pursue preservation/rehabilitation of the property in accordance with the *Secretary of the Interior's Standards for Preservation/Rehabilitation*. A copy of Secretary's standards will be provided to prospective buyers whether the property remains on site or is relocated. If the buyer plans to demolish the buildings, the OWNF will ask for the opportunity to salvage original elements such as light fixtures, hardware, doors and windows for use in other C.C.C.-era historic buildings on the Forest. The OWNF will encourage prospective buyers to contact salvage companies should the buyer plan to demolish the buildings.

ADMINISTRATIVE CONDITIONS

I. Dispute Resolution

Should the SHPO object within 30 days to any plans or specifications pursuant to and specifically identified as mitigations measures by this agreement, the OWNF shall consult with the SHPO to resolve the objection. If the OWNF determines that the objection cannot be resolved, the OWNF shall forward all documentation relevant to the dispute to the ACHP.

Within 30 days after receipt of all pertinent documentation, the Council will either:

- a. Provide the OWNF with recommendations which the OWNF will take into account in reaching a final decision regarding the dispute; or
- b. Notify the OWNF that it will comment pursuant to 36 CFR 800.6(b) and proceed to comment. Any Council comment provided will be taken into account by the OWNF in accordance with 36 CFR 800.6(c)(2) with reference to the subject of the dispute.

Any recommendations or comment provided by the Council will be understood to pertain only to the subject of the dispute; the OWNF's responsibility to carry out all actions under this agreement that are not subject to the dispute will remain unchanged.

II. Public Objection

At any time during the implementation of the measures stipulated in this Agreement, should any objection be raised by a member of the public or a consulting party, the OWNF shall take the objection into account, notify the SHPO of the objection, and consult as needed with the objecting party.

III. Failure to Carry Out the Terms of the Agreement

In the event that the terms of this Agreement are not accomplished, the OWNF shall comply with 36 CFR 800.3 through 800.6 with regard to individual actions covered by this agreement.

IV. Termination

Any party of this agreement may terminate it by giving 90 days prior written notice to the other signatories. If this occurs, the parties will consult further to determine whether the issues can be resolved and the agreement amended.

V. Amendments

The MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all signatories is filed with the ACHP.

VI. Execution

Execution of this Memorandum of Agreement and implementation of its terms are evidence that the Okanogan-Wenatchee National Forest has taken into account the effects of the undertaking on historic properties, and has afforded the SHPO and the Council the opportunity to comment on the Conconully Ranger Station Property Conveyance undertaking and its effects on historic properties.

VII. Duration

This MOA will be null and void if its stipulations are not carried out within five (5) years from the date of the final signature below. Prior to such time, the OWNF may consult with the other consulting parties to reconsider the terms of the MOA and amend it.

SIGNATORIES

USDA FOREST SERVICE, OKANOGAN-WENATCHEE NATIONAL FOREST



Michael Williams

for Okanogan-Wenatchee Forest Supervisor

10.31.16

Date

WASHINGTON STATE HISTORIC PRESERVATION OFFICER



Allyson Brooks, Ph.D.

State Historic Preservation Officer

11/8/16

Date